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Attorneys for Plaintiffs
JANE DOE
MARY ROE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JANE DOE and MARY ROE,)
)
 Plaintiffs,)
 v.)
)
 GENERAL MICHAEL W. HAGEE,)
 Commandant of the U.S. Marine Corps,)
 THE U.S. MARINE CORPS, DONALD)

No. C 06-01777 MHP
E-FILING CASE

**SETTLEMENT AND RELEASE AND
[PROPOSED] ORDER**

C. WINTER, Secretary of the Navy,)
 THE U.S. NAVY, BRIAN FUKUSHIMA,)
 JOSEPH DUNZWEILER, and DOES 1-)
 10,)
)
 Defendants.)

Hearing: May 12, 2008
Time: 3:00 p.m.
Hon. Marilyn Hall Patel

SETTLEMENT & RELEASE & [PROPOSED] ORDER

C 06-01777 MHP

FILED

MAY 12 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 IT IS HEREBY STIPULATED by and between the undersigned parties and their
2 attorneys, that this action be settled and compromised, as follows:

3
4 1. Defendant Joseph Dunzweiler (hereafter Defendant) shall pay to Plaintiff
5 Jane Doe (hereafter Plaintiff) the sum of \$10,000 (ten thousand dollars) for damages she
6 suffered as a result of his alleged conduct and actions plus a one-time 10% (ten percent)
7 interest for a total obligation of \$11,000. The first \$1,000 payment is due by September 30,
8 2008 and the second \$1,000 payment is due by February 28, 2009. Then, payment shall
9 be made in nine annual \$1,000 installments payable by December 31, 2009 and of each
10 year thereafter until 2017 when the entire amount is paid. All payments shall be made to
11 the Law Offices of Michael S. Sorgen in trust for Jane Doe and sent to the law offices of
12 Michael S. Sorgen at the above address. Upon any payment not timely paid, the entire
13 remaining obligation will be immediately due, and the Court upon request may enter
14 judgment accordingly.

15
16 2. This agreement and payment do not constitute an admission of guilt. The
17 agreement is for the purpose of avoiding the risk and expense of further litigation.

18
19 3. This agreement constitutes a release and discharge of all Plaintiff's claims
20 against the Defendant and recognizes that plaintiff Mary Roe asserts no claims against
21 Defendant.

22 4. This Agreement and the Order and Judgment thereon may be pled and will
23 serve as a full and complete defense to any subsequent action or other proceeding
24 involving any person or party which arises out of the claims released and discharged by the
25

26
27 .SETTLEMENT & RELEASE & [PROPOSED] ORDER

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1 Agreement.

2 5. Attorneys' fees and all costs shall be paid from the amounts described in
3 paragraph 1, above.

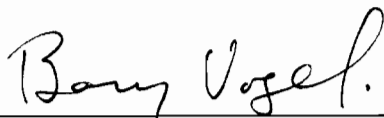
4 6. This instrument shall constitute the entire agreement between the parties,
5 and it is expressly understood and agreed that the Agreement has been freely and
6 voluntarily entered into by the parties hereto. The parties further acknowledge that no
7 warranties or representations have been made on any subject other than as set forth in this
8 Agreement.
9

10 IT IS SO STIPULATED.

11 **For Plaintiff Jane Doe.**

12
13 DATED: May 12, 2008

By:



BARRY VOGEL

Attorney for Plaintiff Jane Doe

15 **Defendant.**

16
17 DATED: May 12, 2008

By:


JOSEPH DUNZWEILER

19 **[PROPOSED] ORDER**

20 Pursuant to stipulation, IT IS SO ORDERED.

21
22 DATED: May 12, 2008


HON. MARILYN HALL PATEL
United States District Judge

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25
26
27 SETTLEMENT & RELEASE & [PROPOSED] ORDER

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